



IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OKLAHOMA

FILED

JUN 08 2018

Mark C. McCartt, Clerk
U.S. DISTRICT COURT

(1) BRAD D. ROBERTS,)
)
 Plaintiff,)
)
 v.)
)
 (1) STATE FARM MUTUAL AUTO)
 INSURANCE COMPANY, a foreign)
 corporation,)
)
 Defendant.)

No. **18 CV 305 GKF - FHM**

NOTICE OF REMOVAL

The Petitioner, State Farm Mutual Automobile Insurance Company ("State Farm"), Defendant in the above-captioned case, states the following:

1. The above-entitled cause was commenced on May 18, 2018, in the District Court of Tulsa County, entitled *Brad D. Roberts v. State Farm Mutual Auto Insurance Company, a Foreign Corporation*, Case No. CJ-2018-2131. A copy of Plaintiff's Petition setting forth his claims for relief upon which the action is based is attached hereto and marked Exhibit 1. A copy of the Summons served upon State Farm is attached hereto and marked Exhibit 2. State Farm was served Summons and Petition via service on the Oklahoma Insurance Department on May 23, 2018. (Summons, Exhibit 2).

2. State Farm's principal place of business is in the State of Illinois, and State Farm is incorporated in the State of Illinois. Plaintiff, Brad D. Roberts, is a resident and citizen of Tulsa County, State of Oklahoma. (Petition, ¶ 1, Exhibit 1). Plaintiff's cause of action is for alleged breach of an automobile insurance policy and alleged breach of the implied duty of good faith and fair

dealing. The matter in controversy between Plaintiff and State Farm, according to Plaintiff's demand, exceeds Seventy-Five Thousand Dollars (\$75,000.00) exclusive of interests and costs. (Plaintiff's Petition, p. 4, Exhibit 1).

3. This Court has original jurisdiction over this case pursuant to 28 U.S.C. § 1332 (1992), by reason of the fact that this is a civil action wherein the amount in controversy, according to Plaintiff's demands, exceeds Seventy-Five Thousand Dollars (\$75,000.00) exclusive of interest and costs and is between citizens of different states. Accordingly, this action may be removed by State Farm pursuant to 28 U.S.C. § 1441(a).

4. This Notice of Removal is filed in this Court within thirty (30) days after May 23, 2018, the date State Farm was served with a copy of Plaintiff's Petition, which was the initial pleading setting forth the claims for relief upon which this action is based. (Summons, Exhibit 2).

5. Copies of all process, pleadings, and Orders served upon Defendant, State Farm, have been attached hereto as Exhibit 1 (Petition), and Exhibit 2 (Summons). Pursuant to LCvR 81.2, a copy of the state court docket sheet is attached as Exhibit 3.

WHEREFORE, Defendant, State Farm Mutual Automobile Insurance Company, prays that this action be removed.

Dated this 8th day of June, 2018.

Respectfully submitted,

**ATKINSON, HASKINS, NELLIS,
BRITTINGHAM, GLADD & FIASCO**

A PROFESSIONAL CORPORATION



/s/ John S. Gladd

John S. Gladd, OBA #12307
Andrew G. Wakeman, OBA #21393
525 South Main, Suite 1500
Tulsa, OK 74103-4524
Telephone: (918) 582-8877
Facsimile: (918) 585-8096

CERTIFICATE OF SERVICE

I hereby certify that on the 8th day of June, 2018, I electronically transmitted the attached document to the Clerk of the Court using the ECF System for filing and transmittal of a Notice of Electronic Filing to the following ECF registrants:

F. Michael McGranahan
1861 East 15th Street
Tulsa, OK 74104-4610



/s/ John S. Gladd

S:\Files\416\324\Removal\Notice of Removal-mac.wpd

001499

Injuries.

9. The Plaintiff submitted a claim on several occasions to the Defendant. State Farm refused coverage, advising that there was no uninsured motorist. The Plaintiff called and visited his State Farm agent on several occasions. The Defendant continued to refuse UM coverage and sent a certified letter to the Plaintiff advising that there was no UM coverage.

10. The Plaintiff through his attorney submitted a formal demand letter to the Defendant, however the refusals of UM coverage by the Defendant persisted.

11. Only after months passed did State Farm respond. However, even though the Plaintiff suffered severe and permanent injuries, and requested his policy limits be paid in full, Defendant State Farm only offered a nominal, or a nuisance amount.

12. Plaintiff relied on defendant to properly handle his UM claim and make payment pursuant to the coverage afforded him.

13. Plaintiff has made due demand on the Defendant for payment of policy benefits and otherwise met all of the conditions precedent for payment under his UM policy.

14. Defendant State Farm refuses to pay the plaintiff his UM policy benefits due and owing.

15. As a result the Plaintiff has suffered significant injuries.

FIRST CAUSE OF ACTION
BREACH OF CONTRACT

16. Paragraphs 1-15 are incorporated herein by reference.

17. Plaintiff had a policy of insurance with Defendant State Farm on the vehicle driven by him at all times relevant hereto with UM coverage included therein.

18. The accident at issue was caused by a third-party tortfeasor who was underinsured.

19. Pursuant to the terms of the applicable insurance policy, this is a factual situation wherein the UM coverage contained in said policy applies.

20. Plaintiff has requested Defendant State Farm tender payment under said UM policy and

Defendant has failed and refused to do so. Plaintiff has performed all conditions precedent under the policy.

21. Defendant State Farm has breached its contract of insurance and has wholly refused or neglected to pay Plaintiff the value of his damages which is due and owing.

SECOND CAUSE OF ACTION
BREACH OF DUTY OF GOOD FAITH AND FAIR DEALING

22. Paragraphs 1-21 are incorporated herein by reference.

23. Plaintiff was insured under a policy of insurance written by Defendant State Farm providing UM coverage.

24. Plaintiff requested Defendant State Farm tender any and all applicable benefits under such policy but Defendant has failed and refused to do so, and continues to do so.

25. In its handling of Plaintiff's claims for benefits, and as a matter of routine practice in handling similar claims, Defendant State Farm breached its affirmative duty to deal fairly and in good faith towards the Plaintiff in the following respects:

- a. Failing to pay Plaintiff the benefits he was entitled under the policy of insurance at a time when Defendant knew Plaintiff was entitled to those benefits;
- b. Withholding payment of benefits knowing that Plaintiff's claim for benefits was valid;
- c. Unreasonably delaying payment of benefits without reasonable basis;
- d. Refusing to pay Plaintiff's claims for reasons contrary to the express provisions of the law;
- e. Intentionally and recklessly misapplying provisions of the insurance policy and looking for ways to avoid paying some of all of Plaintiff's claims;
- f. Failing to properly investigate Plaintiff's claims for benefits;
- g. Failing to properly evaluate Plaintiff's claims for benefits;
- h. Failing to adopt and implement reasonable standards for the prompt investigation, evaluation and handling of claims arising under its policies, including Plaintiff's;
- i. Unreasonably delaying Plaintiff's claim and putting the burden of investigation onto Plaintiff and his attorneys; and

- j. Failing to attempt to act in good faith to effectuate a prompt and fair settlement of Plaintiff's claims. The actions of the defendant are continuing (continuing bad faith).

26. As a direct result of Defendant State Farm's breach of contract and breach of its affirmative duty of good faith and fair dealing, Plaintiff has suffered the loss of insurance benefits, mental and emotional distress, anxiety, embarrassment, medical expenses and financial hardship.

PUNITIVE DAMAGES

27. Paragraphs 1-26 are incorporated herein by reference.

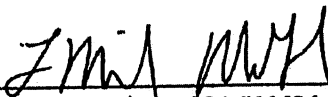
28. The intentional, wanton and reckless conduct of Defendant in disregard of Plaintiff and others was conducted with full knowledge, in that Defendant knew, or should have known, of the severe adverse consequences of its actions upon Plaintiff and others.

29. Such actions were not only detrimental to Plaintiff, but to the public in general.

30. Defendant acted intentionally, maliciously, and in reckless disregard of the rights of Plaintiff. As a result, Plaintiff is entitled to recover punitive damages against the Defendant.

WHEREFORE Plaintiff prays that the court grant him the relief sought, including but not limited to actual damages in excess of Seventy-Five Thousand Dollars (\$75,000.00), punitive damages in excess of Seventy-Five Thousand Dollars (\$75,000.00), all applicable pre and post-judgment interest, reasonable attorney's fees, costs, and all other relief deemed just and equitable by this Court.

Respectfully submitted,



F. Michael McGranahan, OBA #11424
Attorney for the Plaintiff
1861 East 15th Street
Tulsa, Oklahoma 74104-4610
(918) 747-4600
Mcgranahan41@aol.com

ATTORNEY'S LIEN CLAIMED
JURY TRIAL DEMANDED

7712

IN THE DISTRICT COURT IN AND FOR TULSA COUNTY
STATE OF OKLAHOMA

RECEIVED
OKLAHOMA INSURANCE DEPARTMENT

MAY 23 2018

Legal Division

BRAD D. ROBERTS,

Plaintiff,

vs.

STATE FARM MUTUAL AUTO
INSURANCE COMPANY,
A Foreign Corporation,

Defendant.

CJ - 2018 - 02131
Case No.:

JUDGE:

Rebecca Brett Nightingale

SUMMONS

TO THE ABOVE NAMED DEFENDANT: SERVE BY CERTIFIED MAIL RETURN RECEIPT REQUESTED

STATE FARM MUTUAL AUTO INSURANCE CO.
OKLAHOMA INSURANCE COMMISSIONER, Oklahoma Insurance Dept.
Five Corporate Plaza
3625 NW 56th St., Suite 100
Oklahoma City, OK 73112-4511

You have been sued by the above-named Plaintiff and you are directed to file a written answer to the attached Petition in the Office of the Court Clerk in the county named above within twenty (20) days after service of this Summons upon you, exclusive of the day of service. Within the same time, a copy of your answer must be delivered or mailed to the attorney for Plaintiff.

Unless you answer the Petition within the time stated, judgment will be rendered against you with costs of the action.

Issued this 18 day of May, 2018.

DISTRICT COURT CLERK

(SEAL)

By: 
Deputy Court Clerk

YOU MAY SEEK THE ADVICE OF AN ATTORNEY ON ANY MATTER CONNECTED WITH THIS
SUIT OR YOUR ANSWER. SUCH ATTORNEY SHOULD BE CONSULTED IMMEDIATELY SO THAT
A RESPONSE MAY BE FILED WITHIN THE TIME LIMIT STATED IN THE SUMMONS.
RETURN OF SERVICE

RETURN ORIGINAL FOR FILING

EXHIBIT

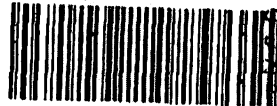
tabbies

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JOHN D. DOAK
Insurance Commis
Oklahoma Insurance Dep
5 Corporate Plaza
3625 N.W. 58th St., Ste.
Oklahoma City, OK 73111

CERTIFIED MAIL



7017 1450 0002 2806 9565

OKLAHOMA CITY
OK 730
23 MAY '18
M 5 L

NEOPOST

FIRST-CLASS MAIL

05/23/2018

US POSTAGE \$006.88⁰



ZIP 73112
041M11278941

Received in the Office
MAY 29 2018

of the Corporate Secretary

State Farm Mutual Automobile
Insurance Company
One State Farm Plaza
Bloomington, IL 61710

Rec'd in Law Dept.
MAY 29 2018

Litigation Section B-3

61710-





OKLAHOMA

State Courts Network

OSCN Case Details

The information on this page is NOT an official record. Do not rely on the correctness or completeness of this information. Verify all information with the official record keeper. The information contained in this report is provided in compliance with the Oklahoma Open Records Act, 51 O.S. 24A.1. Use of this information is governed by this act, as well as other applicable state and federal laws.

IN THE DISTRICT COURT IN AND FOR TULSA COUNTY, OKLAHOMA

BRAD D ROBERTS,
Plaintiff,

v.

STATE FARM MUTUAL AUTO INSURANCE COMPANY,
Defendant.

No. CJ-2018-2131

(Civil relief more than \$10,000: BREACH OF
AGREEMENT - CONTRACT)

Filed: 05/18/2018

Judge: Nightingale, Rebecca B.

PARTIES

ROBERTS, BRAD D, Plaintiff

STATE FARM MUTUAL AUTO INSURANCE COMPANY, Defendant

ATTORNEYS

Attorney

MCGRANAHAN, MICHAEL F (Bar #11424)
1861 EAST 15TH ST
TULSA, OK 74104

Represented Parties

ROBERTS, BRAD D

EVENTS

None

ISSUES

For cases filed before 1/1/2000, ancillary issues may not appear except in the docket.

Issue # 1. Issue: BREACH OF AGREEMENT - CONTRACT (CONTRACT)
Filed By: ROBERTS, BRAD D
Filed Date: 05/18/2018

Party Name



Defendant:

STATE FARM MUTUAL AUTO INSURANCE COMPANY

Disposition Information



DOCKET

Date	Code	Description	Count	Party	Amount
05-18-2018	TEXT	CIVIL RELIEF MORE THAN \$10,000 INITIAL FILING.	1		
05-18-2018	CONTRACT	BREACH OF AGREEMENT - CONTRACT			
05-18-2018	DMFE	DISPUTE MEDIATION FEE			\$ 7.00
05-18-2018	PFE1	PETITION Document Available (#1040340344)  TIFF  PDF			\$ 163.00
05-18-2018	PFE7	LAW LIBRARY FEE			\$ 6.00
05-18-2018	OCISR	OKLAHOMA COURT INFORMATION SYSTEM REVOLVING FUND			\$ 25.00
05-18-2018	OCJC	OKLAHOMA COUNCIL ON JUDICIAL COMPLAINTS REVOLVING FUND			\$ 1.50
05-18-2018	OCASA	OKLAHOMA COURT APPOINTED SPECIAL ADVOCATES			\$ 5.00
05-18-2018	SSFCHSCPC	SHERIFF'S SERVICE FEE FOR COURTHOUSE SECURITY PER BOARD OF COUNTY COMMISSIONER			\$ 10.00
05-18-2018	CCADMINCSF	COURT CLERK ADMINISTRATIVE FEE ON COURTHOUSE SECURITY PER BOARD OF COUNTY COMMISSIONER			\$ 1.00
05-18-2018	CCADMIN0155	COURT CLERK ADMINISTRATIVE FEE ON \$1.55 COLLECTION			\$ 0.16
05-18-2018	SJFIS	STATE JUDICIAL REVOLVING FUND - INTERPRETER AND TRANSLATOR SERVICES			\$ 0.45
05-18-2018	DCADMIN155	DISTRICT COURT ADMINISTRATIVE FEE ON \$1.55 COLLECTIONS			\$ 0.23
05-18-2018	DCADMIN05	DISTRICT COURT ADMINISTRATIVE FEE ON \$5 COLLECTIONS			\$ 0.75
05-18-2018	DCADMINCSF	DISTRICT COURT ADMINISTRATIVE FEE ON COURTHOUSE SECURITY PER BOARD OF COUNTY COMMISSIONER			\$ 1.50
05-18-2018	CCADMIN04	COURT CLERK ADMINISTRATIVE FEE ON COLLECTIONS			\$ 0.50
05-18-2018	LTF	LENGTHY TRIAL FUND			\$ 10.00
05-18-2018	SMF	SUMMONS FEE (CLERKS FEE)			\$ 10.00
05-18-2018	SMIMA	SUMMONS ISSUED - MAILED BY ATTORNEY			
05-18-2018	TEXT	OCIS HAS AUTOMATICALLY ASSIGNED JUDGE NIGHTINGALE, REBECCA B. TO THIS CASE.			

Date	Code	Description	Count	Party	Amount
05-18-2018	ACCOUNT	RECEIPT # 2018-3765934 ON 05/18/2018. PAYOR: F MICHAEL MCGRANAHAN TOTAL AMOUNT PAID: \$ 242.14. LINE ITEMS: CJ-2018-2131: \$173.00 ON AC01 CLERK FEES. CJ-2018-2131: \$6.00 ON AC23 LAW LIBRARY FEE CIVIL AND CRIMINAL. CJ-2018-2131: \$1.66 ON AC31 COURT CLERK REVOLVING FUND. CJ-2018-2131: \$5.00 ON AC58 OKLAHOMA COURT APPOINTED SPECIAL ADVOCATES. CJ-2018-2131: \$1.55 ON AC59 COUNCIL ON JUDICIAL COMPLAINTS REVOLVING FUND. CJ-2018-2131: \$7.00 ON AC64 DISPUTE MEDIATION FEES CIVIL ONLY. CJ-2018-2131: \$0.45 ON AC65 STATE JUDICIAL REVOLVING FUND, INTERPRETER SVCS. CJ-2018-2131: \$2.48 ON AC67 DISTRICT COURT REVOLVING FUND. CJ-2018-2131: \$25.00 ON AC79 OCIS REVOLVING FUND. CJ-2018-2131: \$10.00 ON AC81 LENGTHY TRIAL FUND. CJ-2018-2131: \$10.00 ON AC88 SHERIFF'S SERVICE FEE FOR COURT HOUSE SECURITY.			